

Southeast Warren CSD

AFSCME Council 61 (Mixed)

7/1/2006 6/30/2007

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**SOUTHEAST WARREN COMMUNITY SCHOOL DISTRICT**

**AND**

**AFSCME COUNCIL 61**

**EFFECTIVE**

**JULY 1, 2006**

## TABLE OF CONTENTS

### Page

1	Agreement
2 – 3	Recognition and Union Security
4 – 6	Grievance Procedure
7	Seniority
8	Layoff Procedure
9 – 10	Transfers
11 – 12	Hours of Work
13 – 16	Wages and Fringe Benefits
17	Leaves of Absence
18 – 19	Miscellaneous
20	Health and Safety
21	No Strike No Lockout
22	Termination of Agreement
23 – 25	Appendix A

## **ARTICLE I** **AGREEMENT**

THIS AGREEMENT, effective the 1<sup>st</sup> day of July, 2006, is entered into by and between the Southeast Warren Community School District, hereinafter referred to as the "Employer" or "District" and Employees of the Southeast Warren Community School District, of the American Federation of State, County and Municipal Employees Council 61, Local 1795, hereinafter referred to as the "Union", and represents the complete and final agreement on all bargainable issues between the Union and the Employer. Throughout this Agreement, whenever the word "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union. The parties recognize that the interests of the community depend upon the Employer's success in establishing a proper service to the community. To these ends the Employer and the Union encourage the fullest degree of friendly and cooperative relations between the respective representatives at all levels and among all employees.

## **ARTICLE II**

### **RECOGNITION AND UNION SECURITY**

#### **Section 1        Bargaining Unit**

The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the purpose of collective bargaining for all regular full-time and regular part-time workers of the Southeast Warren Community School District, excluding Administrative Management employees, professional employees, supervisors, and employees excluded by Section 4 of the Public Employment Relations act, as set forth in the Iowa Public Relations Board Order of Certification Case No. 6011. The high school head custodian is agreed to be a supervisory employee and the superintendent's secretary is agreed to be a confidential employee.

The Employer will not during the life of this Agreement, meet and negotiate with any group of employees or with any other employee organization with respect to terms and conditions of employment covered by this Agreement.

#### **Section 2        Dues Deduction**

- A.     Upon receipt of a voluntary written individual order therefore from any of it's employees covered by this Agreement, on forms provided by the Union, the Employer will deduct from the pay due such employee those dues required as the employee's membership dues in the Union.
- B.     Such order shall be effective only as to membership dues becoming due after the date of delivery of such authorization to the payroll office of the Employer. Deductions shall be made only when the employee has sufficient earnings to cover same after deductions for social security, federal taxes, state taxes, retirement including TSA payments, health and dental insurance, flexible spending accounts, any deduction required by court order or law, and life insurance. Deductions shall be in such amount as shall be certified to the Employer in writing by the authorized representative of the Union.
- C.     Such orders shall be terminable thirty (30) days from receipt of an employee's written notice to the Employer to terminate dues deduction. The employee shall also notify the Union of said notice.
- D.     The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability which may arise out of any action taken or not taken by the Employer for the purpose of complying with the provisions of this section.
- E.     No other employee organization shall be granted or allowed to maintain payroll deduction for employees covered by this Agreement.
- F.     The Employer shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions.

### **Section 3        Bulletin Boards**

The Union shall be allowed to utilize a portion of the space on existing bulletin boards customarily used for the posting of information to the employees in the unit. It is understood that there shall be no pyramiding by the Union.

No political campaign literature or any material detrimental to the Employer or the Union shall be posted.

### **Section 4        Union Activity**

Bargaining unit employees, including Union officers and representatives shall not conduct any Union activity or Union business on work time, except as specifically authorized by the provisions of this Agreement.

Upon request to the Employer and with the Employer's approval, Union Representatives of this local chapter will be allowed to meet with bargaining unit employees during the employee's non-work time on the Employer's premises, provided suitable meeting facilities are available and practical.

### **Section 5        Discrimination**

The parties agree that their respective policies will not violate any bargaining unit member's rights which are provided in this Agreement because of Union or non-Union affiliation.

The Employer and the Union recognize the Public Employee Relations Act and the protection it provides employees, the Union and the Employer.

## **ARTICLE III GRIEVANCE PROCEDURE**

### **Section 1        Definitions**

- A.     Grievance: A grievance is a claim by an employee, a group of employees, or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this agreement.
- B.     Aggrieved Person: An “aggrieved person” is the person or persons or the Union making the complaint.
- C.     Party in Interest: A “party in interest” is the person or persons making the complaint and any person, including the Union or the Board, who might be required to take action, or against whom action might be taken in order to resolve the complaint.

### **Section 2        Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems affecting employees and Employer which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### **Section 3        Procedure**

#### **A.       Time Limits**

- 1. The number of days indicated at each level should be considered maximum, and every effort should be made to expedite the process. The time limits specified may, however, be adjusted by mutual agreement.
- 2. The failure of an employee to act on any grievance within the prescribed time limits shall halt any further appeal, and an administrator’s failure to give a decision within the time limits shall permit the grievant to proceed to the next step.
- 3. Barring arbitration, it is agreed that any investigation or other handling or processing of any grievance by the grieving person or persons shall be conducted so as to result in no interference with or any interruption whatsoever of the instructional program and assigned duties of the grieving employee or of the staff.

#### **B.       Level One – Principal or Immediate Supervisor (Informal)**

An employee with a grievance shall within five (5) school days (120 hours) of the alleged violation discuss it with the building principal or immediate supervisor with the objective of resolving the matter informally. A grievance arising from an action outside of authority of the principal may be discussed directly with the Superintendent and if the informal discussion with the Superintendent fails to resolve the matter the grievant may initiate the formal grievance procedure described below with the Superintendent rather than the Principal.

C. Level Two – Principal or Immediate Supervisor (Formal)

If, as a result of the informal discussion with the principal or immediate supervisor at level one, the grievance still exists, the aggrieved person may invoke the formal grievance procedure through the Union on the form provided by the Union. The grievance form shall be available from the Union representative in each building and said form shall be signed by the grievant. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor within fifteen (15) school days of the alleged violation. The appropriate principal or immediate supervisor shall indicate his/her disposition of the grievance in writing within ten (10) school days of the presentation of the formal grievance. If the aggrieved person is not satisfied with the disposition of the grievance, or if no disposition has been made within the ten (10) school day period, the grievance shall be transmitted to level three within five (5) school days.

D. Level Three – Superintendent

The Superintendent or his/her designee shall meet with the aggrieved person and the Union representative within five (5) school days of receipt of the grievance. Within ten (10) school days of receipt of the grievance the superintendent or his/her designee shall indicate in writing his/her disposition of the grievance. If the aggrieved person is not satisfied with the disposition of the grievance by the superintendent or his/her designee, or if no disposition has been made within ten (10) school days of receipt of said grievance, the aggrieved person may submit the grievance to arbitration within ten (10) school days.

E. Level Four – Arbitration

1. If the aggrieved person or the Union is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the time limits, the Union may submit the grievance to arbitration within ten (10) school days.
2. Within ten (10) school days after written notice to the Board of submission to arbitration, the Board and the Union shall either (1) attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator or (2) send a written request for a list of arbitrators to the PERB. Either party may make this request. The list shall consist of seven (7) arbitrators. The parties shall determine by lot which party shall have the right to remove the first name from the list. The party having the right to remove the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the remaining names. Thereafter, the parties will alternately strike names until one name is left. The person whose name remains shall be the arbitrator.
3. The arbitrator so selected shall confer with the representatives of the Board and the Union, hold hearings promptly, and issue his/her decision not later than fifteen school days from the date of the close of the hearings. If any oral hearing has been waived, her/her decision shall be issued fifteen (15) school days from the date the final statements and proofs on the issue are submitted to him/her. The arbitrator's decision shall be made in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by



law or which violate the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Union and shall be final and binding on the parties.

4. The cost for the service of the arbitrator shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring same.

#### **Section 4      Rights of Employees to Representation**

##### **A.      Employee and Union**

Any aggrieved person may be represented at any level of the grievance procedures by himself/herself or at their option, with a representative selected or approved by the Union.

##### **B.      No Reprisals**

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Union, or any other participant in the grievance procedure by reason of such participation. Likewise, documents and communications dealing with the grievance process shall be filed separately from the personnel files of the participants.

##### **C.      Meetings and Hearings**

All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses. The parties in interest, and their designated or selected representatives heretofore referred to in this Article unless such meetings and hearings are otherwise required to be open to the public pursuant to Chapter 21 of the Code of Iowa.

#### **Section 5    Discipline and Discharge**

The parties recognize the authority of the Employer to suspend or discharge employees for just cause. An employee may appeal a suspension of more than one day or a discharge taken by the Employer with the grievance procedure. All other disciplinary action shall be exempt from the grievance procedure.

The Local Union/Chapter shall receive written notice of any discharge or suspension of more than one day imposed upon an employee within three (3) working days of the time such action is taken.

## **ARTICLE IV**

### **SENIORITY**

#### **Section 1      Definition**

Seniority means an employee's length of continuous service with the Employer in a regular position since his/her first day of service. Any length of service in a temporary position shall be included in the computation of seniority if the employment was in the same classification as and contiguous to the appointment to a regular position that is not exempt from collective bargaining. A new employee shall serve a probationary period of six (6) months.

In the event two (2) employees have the same original date of employment, seniority of one as against the other shall be determined by the last four (4) digits of the social security number with the employee having the lower last four (4) digits of the social security number being considered as having the greater seniority.

An employee's continuous service record shall be broken by voluntary resignation, discharge, or retirement. However, if an employee leaves work for any reason other than those listed above, the employee shall retain his/her original seniority date for a period equal to his/her length of employment up to a maximum of two (2) years.

The Employer will be required to apply seniority as defined above only as specifically provided in this contract and subject to any limitations set forth in any particular article or section of this contract.

#### **Section 2      Seniority Lists**

The Employer shall prepare and post on existing bulletin boards seniority lists as defined in this Article. The lists shall be updated annually and contain each employee's name, classification and seniority date. A copy of the seniority list shall be furnished to the local Union at the time of posting. The seniority order posted shall be effective until the next list is posted.

Employees shall have thirty (30) days in which to appeal their seniority date after which time the seniority date shall be presumed correct.

**ARTICLE V**  
**LAYOFF PROCEDURE**

**Section 1      Notice of Layoff**

The Employer will notify the Union and affected employees in writing by depositing the notice of layoff in the mail or by personal delivery no less than twenty (20) days prior to the effective date of the layoff.

**Section 2      Layoff Procedures**

- A. Layoff shall be by classification affected by the reduction.
- B. Employees within the layoff classification shall be laid off with the least senior employee being laid off first provided the more senior employees possess the necessary qualifications and abilities to do the work.

**Section 3      Recall**

- A. Recall rights to a vacancy within the classification from which the employee was laid off shall be recognized for a period of twenty-four (24) months.
- B. Recalls shall be made with the senior employee recalled first, provided the more senior employee possess the necessary qualifications and abilities to perform the work.
- C. Notification and Return to Work
  - 1. Notification of recall shall be sent by the Employer to the last mailing address furnished by the employee. A copy of the recall notice shall also be sent to the Union.
  - 2. Within seven (7) days of when the notice is sent by the Employer, the employee shall inform the Employer of his or her acceptance or rejection of the recall. The employee may not be required to report to work in less than seven (7) days from the employee's acceptance of recall.
  - 3. An employee who fails to timely respond to a recall notice, who fails to report to work as required or who rejects a recall shall be dropped from the recall list.

## **ARTICLE VI**

### **TRANSFERS**

#### **Section 1      Voluntary Transfers**

- A.      Definition of Vacancy – a vacancy which creates the opportunity to apply for transfer occurs when the number of positions available in a job classification exceeds the number of qualified employees in the classification.

A vacancy does not exist when the number of positions in a building is being reduced and it becomes necessary to assign or reassign employees. The granting of a leave of absence, by the Board for any length of time, when the employee is expected to return, does not create a vacancy.

- B.      Notification – The Superintendent shall deliver to the Union and post in the school buildings(s) for a period of seven (7) calendar days a list of the vacancies and new positions which occur during the current school year and for the following school year upon receipt of a Board accepted resignation or Board approval of a new position. Vacancies that occur during the school year or after August 1, shall be filled at the discretion of the District.
- C.      The most senior employee within the classification who meets the minimum qualifications and has filed a request for a transfer shall be awarded the position. However, transfers within the teacher aide classification shall be granted at the discretion of the Employer.
- D.      Before the District hires a new employee to fill a vacancy, the District shall consider the applications of current employees outside of the classification to transfer to the vacancy. The District is not obligated to grant any transfer request. If a current employee requests a reason for the denial of the transfer, the District will provide a written response that describes the reason(s) for not granting the transfer.

If the District elects to grant an internal request for transfer and more than one current employee applies, the decision shall be based on the qualifications of the candidates including experience, certifications, preparation and abilities. If the District determines two internal candidates are equally qualified, the employee with the greater amount of seniority shall be transferred

#### **Section 2      Involuntary Transfers**

- A.      An involuntary transfer shall be made if, in the opinion of the Superintendent, circumstances existing require the transfer of an employee from his/her present classification to another. A reassignment is a change from one assignment to another within the same classification.
- B.      Notice of an involuntary transfer or reassignment shall be given in writing to employees seven (7) days prior to the effective date of the transfer or reassignment unless an emergency exists, in which case an employee will be given notice as soon as necessity for change is known.

- C. In case on an involuntary transfer, a conference will be held between the Superintendent and employee and at the employee's option, a representative of the Union. Reasons for the transfer will be given in writing.

## **ARTICLE VII**

### **HOURS OF WORK**

#### **Section 1      Work Schedules**

The Employer may assign an employee to a shift or work schedule as needed to efficiently operate the Employer's business. Nothing in this agreement shall be interpreted to limit the Employer's ability to assign work to employees, including the right to assign, lengthen or shorten shifts or hours of work, or overtime as the Employer, in its discretion, determines is best for the operation of the business. This includes but is not limited to the right of the Employer to schedule required meetings before or after normal shift hours and to shorten the hours assigned in a workweek.

#### **Section 2      Overtime**

##### **A.      Definitions:**

1.      Overtime – Time that an employee works in excess of forty (40) hours per work week.
2.      Work Time – The following items will be regarded as hours worked for the purposes of computing overtime pay:
  - a.      Hours actually worked
  - b.      Paid rest periods
  - c.      Employer required in-service training and conferences.

##### **B.      Overtime Compensation**

Overtime requires advanced written approval of the principal. No overtime or comp time will be granted without prior written approval. Exception to prior approval may be made in cases of emergency when the Principal cannot be contacted, or when delay in acting by the staff could result in harm to property or persons. Overtime shall be compensated at a premium rate of one and one-half times the employee's base hourly pay for actual overtime hours worked. Payment shall be in either wages or compensatory time.

1.      The Employer reserves the right to require employees to take wage payment rather than earned compensatory time.
2.      Compensatory time can only be accumulated to eighty (80) hours. Any hours over eighty (80) will be paid out as wages.
3.      Compensatory time may not be carried over into the new fiscal year. However, the Employer may extend the time for use of compensatory time.
4.      Each employee may accrue up to eight hours of compensatory time which may be used by the employee with the approval of the employee's supervisor. Once an employee has accrued eight hours, the Employer may require the employee to use compensatory time at the Employer's discretion.

C.      **Pyramiding Prohibited**

Payment of overtime at a premium rate shall not be compounded or paid in addition to any other premium rate paid for work incurred during the same work period. There shall be no duplication or pyramiding of any premium pay provided for under the provisions of this Agreement for the same hours worked.

**Section 3      Meal Periods**

All bargaining unit employees whose scheduled shift is five (5) hours or more will be granted an unpaid meal period of at least thirty (30) minutes in duration. The Employer will attempt to schedule the meal periods at approximately the middle of each shift.

**Section 4      Call-Back Time**

The Employer agrees that employees called back for duty or called in on the employee's day off will be guaranteed a minimum of two hours at the appropriate rate of pay. To qualify for call-in compensation, the time worked cannot be contiguous to the beginning or end of an employee's scheduled work shift. Building checks will be compensated as one-half hour of work.

**ARTICLE VIII**  
**WAGES AND FRINGE BENEFITS**

**Section 1        Wages**

- A.     Employees covered by the provisions of this agreement shall be compensated in accordance with their assigned job classification and corresponding pay grade as set forth in Appendix A, which is attached hereto and by this reference made a part hereof.
- B.     All employees shall be paid on the 20<sup>th</sup> day of each month. Hourly time sheets are to be completed each week, showing starting and ending time worked, and time off for lunch breaks. Cut-off for time sheets will be the 1<sup>st</sup> of each month.
- C.     Employees shall be paid over a period of 12 months. If the employee desires to be paid monthly based upon submitted time sheet, the employee shall notify the Business Manager prior to signing his/her contract.

**Section 2        Health and Dental Insurance**

- A.     Health and Major Medical
  - 1.     The district agrees to provide all full time employees (30 or more hours per week) with up to \$335 per month per individual for either the single plan or the family plan. The employee will pay the balance.
  - 2.     If a full time employee (30 or more hours per week) declines both single and family health coverage, the district will provide \$115 per month for a T.S.A.

**B.     Dental**

Each employee shall be covered by Dental insurance up to \$312.00 per year per individual, or \$26.00 per month.

If both husband and wife are employed by the District, the employees may combine their single allowances towards one family plan.

**Section 3        Long Term Disability**

The District agrees to provide each full time employee with a Long Term Disability policy. Benefits provided by such policy will begin after a 90 day waiting period from the date of disability. Coverage provided by the policy will be a maximum payment of 60% of the employees monthly salary for the period provided in the policy.

**Section 4        Life Insurance**

The District agrees to provide each full time (30 or more hours per week) employee with group term life insurance of \$15,000 subject to the requirements of the carrier. The District shall pay the full cost of the premium.



## **Section 5       Sick Leave**

All employees will accrue paid sick leave at the following rates:

First year of employment	10 days
Second year of employment	11 days
Third year of employment	12 days
Fourth year of employment	13 days
Fifth year of employment	14 days
Sixth and subsequent years	15 days

Employees not hired prior to July 1<sup>st</sup> of each year may receive a pro-rated amount of leave the first year.

An employee may carry over up to 95 days of unused sick leave and may have a maximum of 110 days available during a school year.

### **A.       Sick Leave Utilization**

Employees may use accrued sick leave for personal illness (both physical and mental), bodily injuries, maternity leave, and medically related disabilities resulting from pregnancy and childbirth.

The Employer may require a medical certificate or reasonable verification for absences covered by this Article.

Employees will be permitted to use compensatory time off and/or vacation leave in lieu of sick leave when they so request. When a holiday falls while an employee is on paid sick leave, the employee's sick leave account shall not be charged for the holiday period.

Employees may use accrued sick leave for personal medical or dental appointments which cannot be scheduled at times other than during working hours.

Each year the employee will be allowed 6 days of family sick leave to be subtracted from the employee's regular sick leave days. The 6 days availability for family sick leave are non-accumulative but this shall not affect the accumulation of unused regular sick leave.

In the event of terminal or catastrophic illness of a family member, the Superintendent may grant up to an additional six days of family sick leave provided that the employee has used all other available leaves; for example, personal leave, emergency leave. This provision shall not be subject to the grievance procedure.

Employees should discuss arrangements for long term leave with their supervisor and the Superintendent as well in advance as possible, to allow for staffing concerns etc.

Sick leave shall not be used for any reasons not specifically set forth above.

## **Section 6       Emergency Leave**

A leave of not more than three days with full pay may be granted in the case of hospitalization or out patient care of an employee's spouse, father, mother, child, step-child, grandchild, brother,

sister, and corresponding in-laws. All such leave is to be requested in writing to the building principal or Superintendent. Emergency leave shall not be carried over to subsequent years.

## **Section 7      Annual Leave (Vacation)**

The following employees are eligible to receive vacation benefits:

1.      Full time custodians
2.      All other full time, 12 month employees

Vacation time shall be accrued at the following rates:

After 1 year of service	one week (5 days)
2 – 9 years of service	two weeks (10 days)
10 – 17 years of service	three weeks (15 days)
18 + years of service	four weeks (20 days)

Employees shall request vacation in writing, to their building principal or Superintendent.

## **Section 8      Personal Leave**

Each employee shall be allowed two days leave per year, at full pay, for personal business. The employee shall notify their supervisor/principal at least 2 days in advance, or as soon as possible in case of emergency.

No personal leave will be allowed on the day before or the day immediately following a holiday or vacation period unless specifically approved by the Superintendent of Schools.

## **Section 9      Holidays**

Full time, 12 month employees shall receive 8 paid holidays as follows:

New Years Day	Memorial Day	Independence Day
Christmas Day	Labor Day	Thanksgiving Day

Two additional holidays will be scheduled as appropriate by the Superintendent.

Full-time secretaries who work 190 days but are not 12-month employees will be paid the following holidays, if they fall within their period of employment:

New Years Day	Thanksgiving Day
Christmas Day	Labor Day

Four paid holidays shall be granted to teacher aides and cooks.

Employees who do not work on the holiday shall be paid for (1) regularly scheduled work day at their regular rate. For employees that work a Monday through Friday shift, holidays falling on

Saturday will be recognized on Friday. If a holiday falls on Sunday, the holiday will be recognized on Monday.

Part-time employees shall receive holiday pay in the same proportion as their normal work hours for that day.

Employees who work on the actual holiday will be paid for one (1) regularly scheduled work day at their regular rate plus their rate for hours worked. Holidays will begin at 12:00 A.M. and end at 11:59 P.M. on the day of the holiday.

#### **Section 10      Bereavement Leave**

A leave of not more than five days at full pay, per occurrence may be granted in the case of death in the immediate family of an employee. Immediate family for this section is defined as: spouse, parent, step-parent, grand-parent, children, step-child, grandchild, sister, brother, step-brother or sister, and corresponding in-laws. This leave shall be granted by the Superintendent and shall be for the attendance of the funeral and for any other purpose directly arising from said death. This leave shall not be used for any other purpose.

In case of the death of other relative or close personal friend, absence without loss of pay to attend the funeral may be granted by the Superintendent.

This bereavement leave is in addition to the regular sick leave allowed employees, and shall not be accumulated.

#### **Section 11      Jury Duty and Court Appearances**

Employees will be granted leave with pay to serve on a jury when summoned by the Court. Any pay received from the Court shall be paid to the District.

Employees will be granted leave with pay when legally required to appear in court on behalf of the District or to respond to a subpoena within the work day in a legal matter in which they are not a party.

All leaves under this section must be arranged in advance with the employee's supervisor except in case of emergency.

**ARTICLE IX**  
**LEAVES OF ABSENCE**

- A. The Board of Directors may grant paid or unpaid leaves of absence in its sole discretion.
- B. The Employer shall grant unpaid leaves of absence for military service to the extent required by federal or state law.
- C. Eligible employees may be granted Family and Medical Leave Act (FMLA) leave when the employee's absence qualifies for such leave. The FMLA leave qualification year shall be the Employer's fiscal year.
- D. The Union may designate employees to attend conventions, conferences or other state, regional or national business of the Union. The total days available for Union leave per year, not per person, shall be ten (10) days. Requests for Union leave shall be submitted twenty (20) days in advance of the absence.
- E. Employees with at least one (1) year of seniority who have exhausted their sick leave benefits shall be granted an unpaid leave of absence not to exceed ninety (90) calendar days, provided the illness or injury exceeds ten (10) days and appropriate medical verification is submitted. The Employer, at its sole discretion, may consider requests for extension of medical leave, not to exceed one (1) year. Medical leave of absence shall not affect an employee's right to long term disability. Prior to an employee exhausting his/her sick leave, the Employer shall advise the employee of their right to a medical leave of absence without pay. This leave of absence may be counted as Family and Medical Leave Act leave.

## **ARTICLE X**

### **MISCELLANEOUS**

#### **Section 1      Special Expenses**

Upon direction and advance approval of the Employer, employees shall be reimbursed for registration fees, conference fees, banquet tickets, and other authorized expenses, that are incurred in the performance of his/her duties as an employee.

#### **Section 2      Severe Weather/Emergency Closings**

- A.      School cancelled – Employees who arrive for work prior to cancellation shall be paid a minimum of two hours pay or for hours actually worked.
- B.      Employees will not be penalized if the district dismisses early or starts late. The hours of work lost to the employee due to a late start or early dismissal will be paid to the employee as a benefit. The time sheet will show 6 hours worked but 8 hours paid, for example.
- C.      Employees who are unable to get to work due to weather conditions or emergency may use accrued paid leave/comp time for time missed. This paragraph shall also apply to employees who arrive late due to weather or emergency.

#### **Section 3      Physical Examinations**

All employees are required by law to pass a physical examination before permanent employment is granted. They are also required to have an exam every three years or more often, as required by law, and shall include a check for tuberculosis.

The District shall reimburse employees for the out-of-pocket cost of required physicals up to \$60.00. The District shall reimburse bus drivers for the out-of-pocket cost of physicals up to \$100 in any two-year period plus the cost of a tuberculosis check if needed in a year that no physical is required.

#### **Section 4      Volunteer Fire and Rescue**

All employees of the District who are active in the local fire and rescue departments are permitted to leave work in answer to emergency calls, provided that time lost is noted on time sheets and made up in the same pay period (except in case of calls occurring on school property, or involving school employees or students).

#### **Section 5      Performance Evaluation**

Employees will be evaluated by the Employer at least once every three (3) years. Employees may be evaluated more frequently. All performance evaluations are subject to the grievance procedure.

A conference regarding the evaluation will be held between the employee and the supervisor following the completion of the written evaluation.

## **Section 6      Absent “one on one” Students**

In the event a “one on one” student is absent from school, the teacher associate assigned to that student shall be assigned other duties for the day.

In the event of an extended absence, the principal and/or superintendent will re-assign the teacher associate to other special education duties, as long as the child is enrolled at SEW and planning to return.

**ARTICLE XI**  
**HEALTH AND SAFETY**

**Section 1        Safety Matters**

The Employer and employees agree to comply with all occupational safety and health standards and regulations as adopted by the Iowa Occupational Safety and Health Administration, U.S. Department of Labor, as well as all state and local agencies.

**Section 2        Tools/Equipment/Buildings**

The Employer agrees to furnish and maintain in safe working condition all tools and equipment required to carry out the duties of each position. Employees are responsible for reporting any unsafe condition or practice, and for properly using and caring for the tools and equipment furnished by the Employer.

**Section 4        Damage to Personal Items**

The Employer, in its sole discretion, may reimburse employees for unusual damage to personal property damaged in the lawful performance of assigned duties.

**Section 5        Training**

Each employee shall be provided with two full days training (up to 16 hours) per year. Training may be conducted at school or at another site, at the option of the employer. When specific state training is required, for example, bus drivers, the state training shall count as part or whole of this two days training. When the Employer assigns an employee to additional training outside the regular workday, the employee's training time shall be compensated at the employee's rate of pay or with compensatory time off, as determined by the Employer. The Employer may pay fees or other expenses of training or conferences which the employee voluntarily attends, but shall not be required to compensate employees for the time spent at such conferences or training.

**ARTICLE XII**  
**NO STRIKE NO LOCKOUT**

The Union recognizes it's statutory obligations and responsibility to avoid and avert a strike. Therefore for the duration of this Agreement, the Union agrees that neither it, it's officers, agents, representatives or members, individually or collectively, directly or indirectly, will induce, instigate, encourage, authorize, ratify, or participate in a strike against the Employer.

The Union recognizes that in the event of a work stoppage, the Union has an obligation and a duty to urge any and all employees who may be involved in such activity to return to work immediately and to refrain from such work stoppage. The Union will make public statements urging employees to immediately return to work.

The Employer has the right to take any other action pursuant to Iowa Code Section 20.12.

No lockout of employees shall be instituted by the Employer during the terms of this agreement.



**ARTICLE XIII**  
**TERMINATION OF AGREEMENT**

The terms and conditions of this Agreement shall continue in full force and effect commencing on July 1, 2006, and terminating on June 30, 2007, unless the parties mutually agree in writing to extend any or all of the terms of this Agreement. Upon expiration of the term of this Agreement, it shall automatically continue in effect from year to year thereafter unless either party gives the other party written notice of its desire to modify or terminate this Agreement as required by Chapter 20 of the Code of Iowa.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives the \_\_\_\_ day of \_\_\_\_\_, 2006.

AFSCME/IOWA COUNCIL 61,  
LOCAL 1795, S.E. WARREN C.S.D.

SOUTHEAST WARREN COMMUNITY  
SCHOOL DISTRICT

\_\_\_\_\_

\_\_\_\_\_  
Superintendent

\_\_\_\_\_

\_\_\_\_\_  
Board President

\_\_\_\_\_

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_

\_\_\_\_\_

## APPENDIX A

### Section 1 Wage Schedules, Effective July 1, 2006

#### Teacher Aides

	<u>Classified</u>	<u>Certified</u>
Base	\$6.80 / hr.	\$7.55 / hr.
Step 1	\$7.05 / hr.	\$7.80 / hr.
Step 2	\$7.30 / hr.	\$8.05 / hr.
Step 3	\$7.55 / hr.	\$8.30 / hr.
Step 4	\$7.80 / hr.	\$8.55 / hr.
Step 5	\$8.05 / hr.	\$8.80 / hr.

#### Secretaries

	<u>Elementary</u>	<u>High School</u>
Base	\$8.30 / hr.	\$8.55 / hr.
Step 1	\$8.55 / hr.	\$8.80 / hr.
Step 2	\$8.80 / hr.	\$9.05 / hr.
Step 3	\$9.05 / hr.	\$9.30 / hr.
Step 4	\$9.30 / hr.	\$9.55 / hr.
Step 5	\$9.55 / hr.	\$9.80 / hr.

#### Cafeteria Workers

	<u>Full Time</u>	<u>Part Time</u>
Base	\$6.80 / hr.	\$6.05 / hr.
Step 1	\$7.05 / hr.	\$6.30 / hr.
Step 2	\$7.30 / hr.	\$6.55 / hr.
Step 3	\$7.55 / hr.	\$6.80 / hr.
Step 4	\$7.80 / hr.	\$7.05 / hr.
Step 5	\$8.05 / hr.	\$7.30 / hr.

#### Daycare Associate

Base	\$6.80 / hr.
Step 1	\$7.05 / hr.
Step 2	\$7.30 / hr.
Step 3	\$7.55 / hr.
Step 4	\$7.80 / hr.
Step 5	\$8.05 / hr.

### **Bus Drivers**

	<b><u>Route</u></b>	<b><u>Special Ed.</u></b>
Base	\$13.30 / hr.	\$8.20 / hr.
Step 1	\$13.55 / hr.	\$8.45 / hr.
Step 2	\$13.80 / hr.	\$8.70 / hr.
Step 3	\$14.05 / hr.	\$8.95 / hr.
Step 4	\$14.30 / hr.	\$9.20 / hr.
Step 5	\$14.55 / hr.	\$9.45 / hr.

Bus Drivers shall be scheduled for 3 hours per day. If the transportation supervisor determines that a route is longer than three hours a day, the driver will be paid for the actual hours necessary to complete the route.

Each driver to be compensated for 30 additional minutes per week for the 36 weeks of school for fueling, washing, and inspecting the bus.

JH sport shuttle driver will be paid \$15.00 per day.

Extra hours for activities will be paid \$8.00/hr. Minimum \$32.00 – Over 8 hours maximum of \$64.00.

### **Lead Custodians**

Base	\$11.05 / hr.
Step 1	\$11.30 / hr.
Step 2	\$11.55 / hr.
Step 3	\$11.80 / hr.
Step 4	\$12.05 / hr.
Step 5	\$12.30 / hr.
Step 6	\$12.55 / hr.

### **Non-Lead Custodians**

	<b><u>Full Time</u></b>	<b><u>Part Time</u></b>
Base	\$8.80 / hr.	\$7.80 / hr.
Step 1	\$9.05 / hr.	\$8.05 / hr.
Step 2	\$9.30 / hr.	\$8.30 / hr.
Step 3	\$9.55 / hr.	\$8.55 / hr.
Step 4	\$9.80 / hr.	\$8.80 / hr.
Step 5	\$10.05 / hr.	\$9.05 / hr.
Step 6	\$10.30 / hr.	\$9.30 / hr.

Custodians who work the evening shift (beginning after 2:00 p.m.) shall receive an additional .10 cents per hour above their regular hourly wage.

### Technology Aide

Base	\$7.80
Step 1	\$8.05
Step 2	\$8.30
Step 3	\$8.55
Step 4	\$8.80
Step 5	\$9.05

### Health Aide

Base	\$9.45
Step 1	\$9.70
Step 2	\$9.95
Step 3	\$10.20
Step 4	\$10.45
Step 5	\$10.70

The health aide position is based upon the identified health needs of students with IEPS. If the students with IEPS move out of the district or do not require specialized health procedures, the health aide position will be eliminated according to the contract procedures in Article V.

### **Section 2      Wage Schedule Advancement**

Current employees shall advance one step from their 2005-06 placement, effective July 1, 2006, if not already at the top of their classification. Employees at the top of their classification shall receive a salary increase of \$.45/hour.

### **Section 3      Longevity**

Employees shall receive longevity pay in addition to their regular hourly rate based on the following schedule:

10 <sup>th</sup> thru 14 <sup>th</sup> year of service	– 20 cents per hour
15 <sup>th</sup> thru 19 <sup>th</sup> year of service	– 25 cents per hour
20 + years of service	- 30 cents per hour

An employee's years shall be calculated based on continuous service from the original date of hire, regardless of changes in classification or position.